

DECLARATION OF COVENANTS

INSPECTION/MAINTENANCE OF STORMWATER MANAGEMENT FACILITY AND/OR WATER QUALITY FACILITIES

Parcel ID# _____

THIS DECLARATION, made this _____ day of _____, 200____ between _____, hereinafter referred to as the "COVENANTOR(S)," owner(s) of the following property: _____, Gaithersburg, Maryland, and the City of Gaithersburg hereinafter referred to as the "CITY".

WITNESSED:

We, the COVENANTOR(S), with full authority to execute deeds, mortgages, other covenants, and all rights, titles and interests in the property described above, do hereby covenant with the CITY as follows:

1. The COVENANTOR(S), shall provide maintenance for the stormwater management facility, hereinafter referred to as the "FACILITY," located on and serving the above-described property to ensure that the FACILITY is and remains in proper working condition in accordance with approved design standards, and with the law and applicable executive regulations.
2. If necessary, the CITY shall levy regular or special assessments against all present or subsequent owners of property served by the FACILITY to ensure that the FACILITY is properly maintained.
3. The COVENANTOR(S) shall provide and maintain perpetual access from public right-of-way to the FACILITY for the CITY, its agent and its contractor.
4. The COVENANTOR(S) shall grant the CITY, its agent and its contractor a right of entry to the FACILITY for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the FACILITY.
5. If, after reasonable notice by the CITY, the COVENANTOR(S) shall fail to maintain the FACILITY in accordance with the approved design standards and with the law and applicable executive regulations, the CITY may perform all necessary repair and maintenance work, and the CITY may assess the COVENANTOR(S) and/or all owners of property served by the FACILITY for the cost of the work and any applicable penalties. Said assessment shall be a lien against all properties served by the FACILITY and may be placed on the property tax bills of said properties and collected as ordinary taxes by the CITY.
6. The COVENANTOR(S) shall promptly notify the CITY when the COVENANTOR(S) legally transfers any of the COVENANTOR(S)' responsibilities for the FACILITY. The COVENANTOR(S) shall supply the CITY with a copy of any document of transfer, executed by both parties.

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7. The covenants contained herein shall run with the land and shall bind the COVENANTOR(S) and the COVENANTOR(S)' heirs, executors, administrators, successors and assignees, and shall bind all present and subsequent owners of property served by the FACILITY.

8. This covenant shall be recorded in the County Land Records.

IN WITNESS WHEREOF, the COVENANTOR has executed this DECLARATION OF COVENANTS as of this _____ day of _____, 200____.

ATTEST:

COVENANTOR:

DATE:

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I hereby certify that on this _____ day of _____, 200____, before the subscribed, a Notary Public of the State of Maryland, and for the County of _____, aforesaid personally appeared _____, (title) _____, in its capacity as Declarant of the _____, and did acknowledge the foregoing instrument to be its Act.

In Testimony whereof, I have affixed my official seal

NOTARY PUBLIC

My Commission Expires _____

INFORMATION FOR RECORDING

Tax Account Number _____

Record Legal Description _____

Lot/Block or Parcel Number _____

Street Address of Parcel _____

Name and Addresses of Parties to Instrument and Their Interest

